

Service Employees International Union (SEIU) Local 1021  
and  
Napa County Office of Education (NCOE)  
24-25 Reopener Negotiations

**UNION COUNTERPROPOSAL**  
**August 20, 2024**

**3.11 SEIU/District Monthly Joint Labor Management Committee (NEW LANGUAGE)**

A joint committee comprised of SEIU members and District management representatives shall be established to meet quarterly during work hours to discuss and resolve workplace issues. The committee shall be comprised of Human Resources and the Deputy Superintendent and up to six SEIU members. Upon request, the Superintendent shall be invited to attend quarterly. The Superintendent shall meet with the Committee at least twice a year. SEIU members shall be released to attend the quarterly meeting either in-person or over Zoom. The SEIU member representatives shall be granted one hour of caucus time before the meeting. When it is mutually agreed upon in advance, a subject matter expert may attend. If there are no issues to discuss, then the meeting shall be cancelled.

**ARTICLE 4 - WAGES**

**4.1 Salary**

The Employer and Union agree to the following changes to the 2021-22 Salary Schedule:

- Effective July 1, 2022, a 3.25% on schedule increase plus a ½% one-time off schedule payment.

The Employer and the Union agree to return to the bargaining table to negotiate, by no later than August 31, 2022, additional compensation if the adopted 2022-23 State Budget provides a material unanticipated increase in the LCFF funding, excluding funding for Differentiated Assistance, available to NCOE.

The Employer and Union agree to the following changes to the 2022-23 Salary Schedule:

- Effective October 1, 2022, a 0.75% on schedule increase.
- Effective July 1, 2023, a 2.25% on schedule increase.

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- **For the 2024-25 fiscal year, the Employer and the Union agree an 8.00% on schedule increase will be applied to the 2023-24 Salary Schedule effective July 1, 2024.**

4.6 **Anniversary Date – Definition**

Anniversary Date shall be defined as the first date of hire as a probationary employee for bargaining unit members. This date shall prevail in matters of earned vacation time, and sick leave, and advancement

**Effective July 2, 2024, for the purposes of advancement on the salary schedule for existing unit members, unless the advancement date is modified by a change in range as defined in Article 4.8 below, and the new employee's initial probationary period. The anniversary date shall be July 1 of each subsequent fiscal year. For newly hired unit members hired on or before October 31 of a fiscal year, the anniversary date for advancement on the salary schedule shall be July 1 of each subsequent fiscal year. For newly hired unit members hired after October 31 of a fiscal year, the anniversary date for advancement on the salary schedule shall be July 1 of the fiscal year following the subsequent fiscal year, and then July 1 of each subsequent fiscal year thereafter.**

**For a unit member who has a change of range per Article 4.8 below on or before October 31 of a fiscal year, the anniversary date for advancement on the salary schedule shall be July 1 of each subsequent fiscal year. For a unit member who has a change of range per Article 4.8 below after October 31 of a fiscal year, the anniversary date for advancement on the salary schedule shall be July 1 of the fiscal year following the subsequent fiscal year, and then July 1 of each subsequent fiscal year thereafter.**

4.7 **Step Advancement**

Step Advancement is based on years of service to the Napa County Office of Education. Annually, based on the evaluative recommendation of his/her supervisor, an employee may advance one step toward the

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**10.7.1** Unused sick leave shall accumulate indefinitely.

**10.7.2** Absences over five (5) working days due to illness or injury shall be verified by a written statement of a licensed physician or medical provider, if required by the Employer, indicating the reason and length of disability. A unit member who has used all his/her accumulated sick leave may take additional days as needed to apply against his/her annual vacation leave.

**10.7.3** A unit member who has used all his/her accumulated sick leave may take additional days as needed to apply against his/her annual vacation leave.

**10.7.4 Sick leave may be used when an employee is unable to work because of illness, pregnancy, or injury and for the care-or treatment of a physical or mental health condition, or preventative care. This shall include all surgeries, pre-scheduled doctor visits, and appointments. The Employer may require verification in advance of a pre-scheduled appointment.**

**10.7.5 Substitute Calling**

An employee who is assigned to a class and knows they are ill and unable to come to work is required to enter the absence into the absence management system., and make direct contact with their supervisor, at least two (2) hours prior to the start of their workday to permit the Employer time to secure a substitute. In emergencies if an employee cannot enter the absence two (2) hours in advance the employee shall enter the absence, call the sub caller, and make direct contact with their supervisor as soon as possible.

Employees not assigned to a classroom shall contact their immediate supervisor to report their absence within the first hour of the workday. In addition, the employee is required to enter the absence into the absence management system.

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final step of his/her salary range. This advancement occurs on the anniversary of his/her initial hiring date with the Napa County Office of Education unless the advancement date is modified by a change in range as defined in Article 4.8 below. If the employee is hired between the first and fifteenth of a month, their anniversary step date is the first of that month. If their hire date is between the sixteenth and thirty-first of the month, their anniversary step date takes effect the first of the following month date as defined in Article 4.6 above.

**4.8 Change of Range**

Effective 7/1/13, a Classified employee who is promoted may move from one range to another on the Classified salary schedule. The employee shall be placed on the step that is at least 5% higher than the employee's range/step immediately prior to the promotion. If the employee's change of range date is between the first and fifteenth of a month, their new step increment date is the first of that month. If the employee's change of range date is between the sixteenth and thirty-first of the month, their new step increment date takes effect the first of the following month.

**ARTICLE 10 - LEAVES**

**10.87 Sick Leave (Note: Moved Location)**

Each Classified unit member employed five (5) days a week shall be entitled to twelve (12) days per year sick leave. If employed for less than full-time, the leave will be prorated on the basis of the number of hours per day and days per week employed.

A person initially employed is immediately eligible for the sick leave which he/she would accumulate in a period of six (6) months, but is not entitled to more than that until after having completed six (6) months in paid status. Upon termination, the unit member shall reimburse the Employer for the excess of the sick leave advanced in excess of that to which the unit member was entitled.

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Failure to provide adequate notice may be grounds for disciplinary action.

**10.78 Personal Necessity (Moved location)**

~~Up to No earned leave in excess of seven (7) days~~ **of sick leave** may be used in any school year for the purpose enumerated in this section. **Use of hourly or partial-days of personal necessity shall be permitted.**

Any days of absence for illness or injury earned pursuant to Education Code Section 45207 may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

- 10.8.1.1 Critical illness or death of a member of his/her immediate family, when additional leave is required beyond that provided in this contract.
- 10.8.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- 10.8.1.3 Appearance in any court or before any administrative tribunal as a litigant.
- 10.8.1.4 Such other reasons which may be approved by the Employer.

**ARTICLE 22 – TERM AND COMPLETION OF AGREEMENT**

22.1 This agreement shall constitute a new agreement that shall commence on July 1, 2022 through June 30, 2025. ~~This agreement completes all negotiations for the 2022-23 fiscal year, unless the contingency clause in Article 4 is triggered.~~

~~Reopeners for fiscal year 2023-24 shall include up to two non-monetary language articles.~~


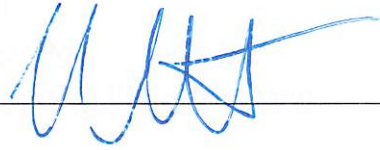
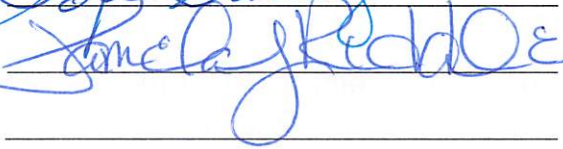
~~Reopeners for fiscal year 2024-25 shall include salary and up to two non-monetary language articles.~~

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This agreement concludes all reopener negotiations for 2024-25.

For Service Employees International  
Union (SEIU) Local 1021

Napa County Office of Education

*NOTE: Any articles not referenced above shall remain status quo.*